

CITY OF SAN ANTONIO

Human Resources Department



REQUEST FOR PROPOSAL ("RFP")

for

**Temporary Personnel Services
RFP 10-046**

Release Date: May 10, 2010
Proposals Due: June 11, 2010

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

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I. BACKGROUND

The City of San Antonio is requesting proposals from temporary employment agencies (“Agency”) to provide administrative, clerical, and other business related positions that would be considered both exempt and non-exempt under the Fair Labor Standards Act (FLSA). The contractor will be primarily responsible for providing temporary personnel services to various departments and offices throughout the City.

It is essential that the City of San Antonio’s Human Resources Department maintain temporary staff to assist with administrative duties in support of special projects or personnel support. The length of assignment will vary and will be based on the needs of the particular department and/or office.

The City of San Antonio employs a workforce of more than 12,000 employees in 37 departments who provide a wide range of municipal services. The City currently contracts with approximately 153 temporary employees with an estimated 175,200 hours worked annually. The length of temporary employment varies from eight (8) hours to six (6) months. Temporary employees may be required to report to any of the City of San Antonio facilities, offices, and department locations throughout the San Antonio area.

The City of San Antonio, Human Resources Department (“City”) seeks proposals from qualified Respondents interested in providing the services as described in this RFP. The City may select multiple Respondents for contract award.

II. SCOPE OF SERVICES

1. When it is determined by the City that temporary personnel services are required, the Agency will be contacted via telephone or email with a position description for a temporary employee, the hourly rate that has been budgeted for that particular position, location of job site and the estimated duration period of the assignment. The Agency shall provide a list of qualified candidates along with their resumes for the City to review. Once the City has selected an individual, the request shall be filled within a reasonable timeframe depending on the urgency of the services needed, on average within forty-eight (48) hours.
2. The Agency will be responsible for ensuring that each temporary employee sent to work at the City meets the minimum qualifications of the position, has tested negative for controlled substance(s), and has successfully undergone a background check for criminal conviction(s).
3. The City reserves the right to perform additional background investigations on temporary employees provided by the Agency in order to confirm clearance, if required for the position being filled.
4. The Agency agrees to evaluate current City temporary employees for their temporary worker pool once released by the City. If hired, former City temporary employees will then be considered as part of the Agency’s temporary pool and may be assigned to temporary positions with the City and other clients, as deemed appropriate by Agency.
5. City shall provide the work-station, identification cards/badges, telephone, or other tools that will be required for each position that is requested.

6. The Agency shall ensure appropriate work attire and/or professional appearance of temporary personnel assigned to the City. The Agency shall guarantee that such personnel have completed all appropriate training required for the particular position requested.
7. The temporary employee shall report to the designated City employee as directed by the individual department requesting the services upon commencement of each assignment.
8. Within eight (8) hours of the work assignment, if the City is not satisfied for any reason with the quality or quantity of the expected work of the temporary employee, the City will inform the Agency and the City shall not be billed for unsatisfactory services. The City will notify the Agency when temporary personnel are no longer needed or do not perform to the expected standards. The Agency will make contact with the temporary employee and coordinate their departure and replacement (if required by the City).
9. The Agency shall provide the City with electronic time sheets that include the temporary employee's name, Agency's identification number for employee if applicable, locations in which services were performed, hours worked, hourly rate, mark up percentage, and total pay. Agency shall submit time sheets weekly to the temporary employee's designated supervisor at the City for signature and approval. A copy of the approved time sheets shall be attached and submitted with Agency's related invoice.
10. Time sheets will be submitted electronically utilizing Excel or Word format or an online application as provided by the Agency.
11. Rates may vary based on the qualifications of the particular temporary employee and the requesting department's budget. The City shall pay Agency the proposed budgeted hourly rate, along with the contract awarded mark up percentage (%). The Agency will be responsible for paying all salary and personnel costs owed to the temporary employee.
12. If overtime is required or applicable to any temporary employee, the overtime rate shall be paid at one and one-half (1½) times the hourly rate for any hours worked in excess of forty (40) hours per week. However, the mark up percentage will be based on the regular hourly rate, not the overtime rate.
13. The Agency shall be responsible for the repair or replacement cost of any damage to City property caused by the misuse or negligence of the Agency's assigned employees.
14. Temporary personnel assigned to the City will not work under this agreement on City holidays and no payment will be made by the City to Agency for such holidays.
15. The City will not pay any employment agency fees for temporary employees that submit a job application to the City and secure permanent employment, other than fees owed for the time period the Agency provided the employee to City as a temporary employee.
16. Agency shall comply with all federal requirements regarding verification of employment eligibility, and will provide City with access to all documentation that is maintained. Verification of eligibility would be required in the event the City is called upon by the federal government to establish employment eligibility verification for any of Agency's employees assigned to the City.

Agency shall maintain this verification for a period of four years after termination or expiration of the contract or any period set by federal law, whichever is greater.

17. Agency shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of these services, including, if applicable, workers, compensation laws, compensation statutes and regulations, and licensing laws and regulations. When required, Agency shall furnish the City with satisfactory proof of its compliance.
18. The Agency shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing work for the City.
19. The Agency and temporary employees assigned to the City shall comply with all City's Administrative Directives and assigned department's policies and guidelines.
20. The Agency shall not assign or subcontract the contract, in whole or in part, without the City's prior written consent. The City shall not make payment to more than one party.
21. Agency will be required to submit résumés, curriculum vitae, reference information or other qualifications based information as requested by City for one or more temporary employees, from which City may select to fill a position. City shall have the discretion to reject all possible candidates and secure the position from other sources if Agency's candidates do not meet City requirements, as solely determined by City.

III. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

IV. TERM OF CONTRACT

A contract awarded in response to this RFP will be for a three (3) year period. The City shall have the option to renew for one additional two year period, without requiring additional City Council approval, subject to funding therefore.

V. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

A. RESPONDENT PROPOSAL: Complete and submit Response Attachment A.

TAB 1 - TABLE OF CONTENTS

TAB 2 - EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

TAB 3 - GENERAL INFORMATION FORM: Use the Form found in this RFP as Attachment A, Part One.

TAB 4 - REFERENCES: Use the Form found in this RFP as Attachment A, Part Two.

TAB 5 - EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFP as Attachment A, Part Three.

TAB 6 - PROPOSED PLAN - Use the Form found in this RFP as Attachment A, Part Four.

TAB 7 - PRICE SCHEDULE - Use the Price Schedule that is found in this RFP as Attachment A, Part Five.

B. DISCRETIONARY CONTRACTS DISCLOSURE FORM: Use the Discretionary Contracts Disclosure Form that is found in this RFP as Attachment B. A copy may also be downloaded at: <https://www.sanantonio.gov/efrms/atty/DiscretionaryContractsDisclosure.pdf>. Place as Tab 8 within Respondent's proposal.

Instructions for completing the Discretionary Contracts Disclosure form:

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

- C. LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form. The Litigation Disclosure form should appear as Tab 9 within Respondent's proposal.
- D. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: Complete, sign and submit the SBEDA form, found in this RFP as Attachment D. Place the SBEDA form as Tab 10 within Respondent's proposal.
- E. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate. Place both documents as Tab 11 within Respondent's ORIGINAL proposal. Additional copies are not required.
- F. FINANCIAL INFORMATION: Submit a copy of Respondent's three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant. Place documents as Tab 12 within Respondent's ORIGINAL proposal. Additional copies are not required.
- G. ADDENDUMS: Respondent shall sign and submit all Addenda (if any) issued for this RFP. Changes to the RFP will be posted to the City of San Antonio's Bidding & Contract Opportunities Website, <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether amendments or revisions have been made prior to submission of a proposal response. Place documents as Tab 13 within Respondent's submittal.
- H. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority. Place the signed Signature Page as Tab 14 within Respondent's proposal.
- I. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment F as Tab 15 within Respondent's proposal.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section VIII. Restrictions on Communication, may be posted as addendums on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

VII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: One (1) original, signed in ink, eight (8) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal. Respondent shall submit these items in a sealed package, clearly marked on the front of the package: Temporary Personnel Services.

All proposals must be received in the City Clerk's Office no later than **2:00 p.m., Local Time**, on **June 11, 2010** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office, Attn: Human Resources Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Human Resources Department
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.). The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective

submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

- C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Human Resources shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 4:30 p.m., Local Time, on May 26, 2010. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Laura J. Sambrano, Sr. Procurement Specialist
City of San Antonio, Purchasing & General Services Department
laura.sambrano@sanantonio.gov

However, questions sent by mail will also be accepted and should be addressed to:

Laura J. Sambrano, Sr. Procurement Specialist
City of San Antonio, Purchasing & General Services Department
P.O. Box 839966
San Antonio, TX 78283-3966

If submitting questions by mail, it is recommended to send as certified mail, return receipt requested.

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at <http://epay.sanantonio.gov/RFPListings/>.

2. Respondents and/or their agents are encouraged to contact the Small Business Outreach Division of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the SBEDA form. The point of contact is Ms. Ayten Cibildak. Ms. Cibildak may be reached by telephone at (210) 207-3900 or by e-mail at ayten.cibildak@sanantonio.gov. Contacting her or her office regarding this RFP after the proposal due date is not permitted.
3. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
4. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

A. Experience, Background, Qualifications (30 points)

B. Proposed Plan (20 points)

C. Price Schedule (30 points)

D. Small Business Economic Development Advocacy Program (SBEDA) (20 points):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points). (For example, if a non-local prime contractor subcontracts with a local subcontractor for 50% of the work, they are eligible for up to five points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points). (For example, if a prime contractor subcontracts with a small, minority and/or a small, woman business enterprise for 50% of the work, they are eligible for up to 2.5 points).

S/MBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
 - a. One percent (1%) for submission/approval of the SBEDA form.
 - b. One percent (1%) for meeting/exceeding the MBE goal.

- c. One percent (1%) for meeting/exceeding the WBE goal.
- d. One percent (1%) for meeting/exceeding the AABE goal.
- e. One percent (1%) for meeting/exceeding the SBE goal.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair

market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XI. SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFP:

RFP Release Date	May 10, 2010
Final Questions Accepted	May 26, 2010
Proposals Due	June 11, 2010

RFP ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION V, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"

RFP ATTACHMENT A, PART ONE**GENERAL INFORMATION****To be submitted with Respondent's Proposal as TAB 3****1. Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each: _____

Provide address of office from which this project would be managed: _____

City: _____ State: _____ Zip Code: _____
 Telephone No. _____ Fax No: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies: _____

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone No. _____ Fax No: _____
 Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ☐ No ☐

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ☐ No ☐ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ☐ No ☐ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office. _____

If “No”, indicate if Respondent has an office located within Bexar County, Texas:

Yes ☐ No ☐ If “Yes”, respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☐ If “Yes”, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ☐ No ☐ If “Yes”, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☐ If “Yes”, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If “Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

- a. Has the Respondent ever failed to complete any contract awarded?

Yes ☐ No ☐

If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ☐ No ☐

If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ☐ No ☐

If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

RFP ATTACHMENT A, PART TWO**REFERENCES****To be submitted with Respondent's Proposal as TAB 4**

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT B, PART THREE

EXPERIENCE, BACKGROUND, QUALIFICATIONS **To be submitted with Respondent's Proposal as TAB 5**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant agreements/contracts of similar size and scope performed over the past four years. Identify associated results or impacts of the contract/work performed.

2. Provide the following information for Respondent:

Annual Revenue: \$ _____

Total Number of Current Clients/Customers: ____

3. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, and number of employees in your temporary pool by job classification or type.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
6. State the primary work assignment and the percentage of time key personnel will devote to the City if awarded the contract.
7. Identify the number and professional qualifications (to include licenses, certifications, associations) of key personnel to be available for this agreement and relevant experience on projects of similar size and scope.
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A PART FOUR

PROPOSED PLAN

To be submitted with Respondent's Proposal as TAB 6

Prepare and submit the following items.

1. Operating Plan –

- Describe the proposed plan to provide temporary personnel services, including job categories that can be provided and specific tasks to be completed for categories.
- Describe procedures/processes in place to insure accuracy of invoices for hours actually worked.
- Describe verification methods in place regarding the reporting of hours once time sheets are received. Include samples.
- Describe the process and timeframe in which temporary employees will be provided to the City once a need has been identified.

2. Management Plan –

- Provide a plan for management support and an escalation process for resolving issues.
- Describe in detail the process for addressing temporary personnel determined to be unsatisfactory by City and how unsatisfactory personnel are removed. State agency's billing policy for unsatisfactory performance of a temporary employee, if different from what has been stated in our Scope of Services.
- Organizational Chart – Provide an organizational chart of your agency indicating all personnel who would be directly involved in providing services and their reporting structure.

3. Training Plan –

- Describe specific training programs provided to temporary employees in their areas of expertise.
- Describe training programs offered to your temporary employees.

4. Staffing Plan –

- Describe the ongoing recruitment and selection process used to maintain an ample supply of qualified temporary staff.
- Prior to making a commitment to fill a position, what controls will be in place to assure that the individual selected will be able to report within 48 hours or sooner, when required by the City?
- Describe the process your agency utilizes to identify individuals qualified for positions requested by the City.
- From the time that the agency is first notified that a temporary employee is needed, what is the average times required for the following events to occur?
 - i. Determine that an individual is available to fulfill the need.

ii. Individual reports to job site.

- Describe how Respondent evaluates and monitors the performance of temporary employees on assignment. Include samples of any forms used to evaluate employees.
 - Describe how your agency ensures longevity and minimizes turnover.
 - Describe the process that your agency uses to assess the job specific skills of temporary staff.
 - Provide a copy of your agency's background check policy which identifies criminal convictions and educational verifications used for potential temporary employees.
 - Provide method(s) used in conducting reference checks on temporary employees. Include the protocol used to investigate criminal background of temporary employees and to verify educational level.
 - Provide a copy of your firm's drug screening policy, including the facilities utilized to perform the testing and the guidelines for the interpretation of results.
5. Describe the software application Respondent has in place for requesting temporary employee services and for maintaining timesheets.
 6. Submit a matrix listing position classifications and suggested rate schedules that your Agency has available in your temporary pool. Include coding used to identify the various classifications of administrative, clerical, data entry support, etc. positions which your Agency can fulfill.
 7. Provide a listing of positions that are classified as "EXEMPT" and "NON-EXEMPT" positions in your pool pursuant to FLSA.
 8. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT A, PART FIVE

PRICE SCHEDULE

To be submitted with Respondent's Proposal as TAB 7

PRICE SCHEDULE

City will pay Agency a percentage of the hourly rate paid to assigned temporary employees for the number of hours worked (the "Mark-Up Percent"). City will not pay the Mark-Up Percent on the overtime rate, but will pay the Mark-Up Percent on the underlying hourly rate for all hours worked by the temporary employee.

Item 1: Mark-Up Percent for Non-exempt employees: _____%

Item 2: Mark-Up Percent for Exempt employees: _____%

City shall determine which category (exempt or non-exempt) applies to each temporary employee assigned to City. To the extent possible, the determination shall be based on the current City's job descriptions that are located on the City of San Antonio's Human Resources Department website, <http://www.sanantonio.gov/hr/jobs/descriptions.asp>. The determination shall be consistent with the FLSA.

The above proposed mark-up percentages must remain fixed for the entire term of the awarded contract, and any renewals.

RFP ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM
To be submitted with Respondent's Proposal as TAB 8

Discretionary Contracts Disclosure Form may be downloaded at
<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT C

LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB 9

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐ No ☐

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ☐ No ☐

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ☐ No ☐

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT D

GOOD FAITH EFFORT PLAN FORM

SBEDA FORM

To be submitted with Respondent's Proposal as TAB 10

GOOD FAITH EFFORT PLAN
(Page 1 of 4)

NAME OF PROJECT: Temporary Personnel Services

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ____ Yes ____ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE- AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Division at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN
(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the proposal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

GOOD FAITH EFFORT PLAN*(Page 3 of 4)*

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.
- _____
- _____
10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN
(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE PHONE

FOR CITY USE

Plan Reviewed By:_____

Recommendation: Approval_____ Denial_____

Action Taken: Approved_____ Denied_____

DIRECTOR OF ECONOMIC DEVELOPMENT

RFP ATTACHMENT E

SIGNATURE PAGE

To be submitted with Respondent's Proposal as TAB 14

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

RFP ATTACHMENT F

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as TAB 15

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Respondent Proposal (Response Attachment A)	
1	<ul style="list-style-type: none"> Table of Contents 	
2	<ul style="list-style-type: none"> Executive Summary 	
3	<ul style="list-style-type: none"> General Information 	
4	<ul style="list-style-type: none"> References 	
5	<ul style="list-style-type: none"> Experience, Background & Qualifications 	
6	<ul style="list-style-type: none"> Proposed Plan 	
7	<ul style="list-style-type: none"> Pricing Schedule 	
8	Discretionary Contracts Disclosure (Response Attachment B)	
9	Litigation Disclosure (Response Attachment C)	
10	* SBEDA Form (Response Attachment D); and <ul style="list-style-type: none"> Associated Certificates, if applicable 	
11	Proof of Insurability <i>Provide with ORIGINAL only.</i> <ul style="list-style-type: none"> Insurance Provider's Letter Copy of Current Certificate of Insurance 	
12	Financial Information	
13	Addendums, if any, issued to this RFP	
14	* Signature Page (Response Attachment E)	
15	Proposal Checklist (Response Attachment F)	
	One (1) Original, Eight (8) copies, one (1) CD of entire proposal in PDF format.	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

RFP EXHIBIT 1

**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM POLICY**

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or

citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%

SBE	50%	100%
-----	-----	------

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. Good Faith Effort Required

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

5. SBE-MBE-WBE-AABE Certification Required

Only companies certified as SBE-MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. Small Business Program Information

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy. Please call (210) 207-3900 or FAX: (210) 207-3915.

RFP EXHIBIT 2
INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

(1) Prior to the commencement of any work under this Agreement, Bidder shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Purchasing and General Services Department, which shall be clearly labeled "*Temporary Personnel Services*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature, and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Purchasing Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(2) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

(3) A Bidder's financial integrity is of interest to the City; therefore, subject to Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Bidder's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. Workers' Compensation 3. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
4. Business Automobile Liability 1. Owned/leased vehicles 2. Non-owned vehicles 3. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

(4) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Bidder shall

be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Bidder shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Purchasing and General Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

(5) Bidder agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

(6) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

(7) In addition to any other remedies the City may have upon Bidder's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

(8) Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractors' performance of the work covered under this Agreement.

(9) It is agreed that Bidder's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

(10) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

(11) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property

RFP EXHIBIT 3
INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.